



MONITOR. **AUTOMATE.** MANAGE.

# SERVICE LEVEL AGREEMENT (SLA)

## 2015

1. Definitions.....	3
2. Statement of Intent.....	3
3. Objectives of Service Level Agreement.....	4
4. TERM of Agreement.....	4
5. Service Levels .....	4
5.1. Level 1 – Help Desk and First Line support .....	5
5.2. Level 2 – Field Engineering.....	5
5.3. Level 3 – Product Engineering.....	5
6. Service Priorities .....	6
6.1. Immediate.....	6
6.2. Urgent .....	6
6.3. Normal .....	6
6.4. Low .....	6
7. GTECHNA Support Hours of Services .....	7
8. Equipment repair (RMA) .....	7
9. System Updates .....	8
9.1. Equipment Updates .....	8
9.2. Software update .....	8
10. GTECHNA Primary Responsibilities .....	9
11. CLIENT Primary Responsibilities.....	9
12. Complaints .....	10
13. SLA EXCLUSIONS.....	10
13.1. Equipment Exclusions .....	10
13.2. Software Exclusions .....	11
13.3. Other Exclusions.....	11
Annexe “A” – Communications Chain.....	12
I. GTECHNA CONTACT INFO: .....	12
Annexe “B” – Customer specific .....	13
I. CLIENT CONTACT INFO:.....	13

## 1. Definitions

In this service level Agreement (SLA) the words set out below will have the following meanings:

- **“Business Day”** shall refer to 9:00 a.m.to 5:00 p.m. (EST) Monday, Tuesday, Wednesday, Thursday and Friday except for statutory holidays;
- **“Statutory Holidays”** – the following days are the statutory holidays that Gtechna’s Offices are closed:
  - **New Year’s Day** – January 1<sup>st</sup> if it falls on a weekday, else the Monday following
  - **Good Friday** – The Friday before Easter Sunday
  - **National Holiday** – The first Monday preceding May 25<sup>th</sup>
  - **National Holiday** – June 24<sup>th</sup> if it falls on a weekday, else the Monday following
  - **National Holiday** – July 1<sup>st</sup> if it falls on a weekday, else the Monday following
  - **Labour Day** – 1<sup>st</sup> Monday in September
  - **Thanksgiving** – 2<sup>nd</sup> Monday in October
  - **Christmas Day** - December 25<sup>th</sup> if it falls on a weekday, else the Monday following Christmas Day
- **“Software”** means all software supplied to the Client by Gtechna
- **“Equipment”** means the hardware & associated accessories sold or leased to the Client by Gtechna as listed in Appendix “C”
- **“Issue”** means any Client query, defect, problem or error regarding the Software or Equipment the Client purchased or leased from Gtechna

## 2. Statement of Intent

- The aim of this agreement is to provide a basis for close co-operation between Gtechna and the Client for Support Services to be provided by Gtechna to the Client, thereby ensuring a timely and efficient resolution to any Issues encountered by the Client in the use of Gtechna’s products.
- This agreement is contingent upon each party knowing and fulfilling its respective responsibilities and fostering an environment conducive to the achievement and maintenance of targeted service levels.

### 3. Objectives of Service Level Agreement

- To create an environment of co-operative relationship between Gtechna and the Client, to ensure effective support for the Client's end users.
- To document the responsibilities of the Parties taking part in the Agreement.
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Gtechna.
- To define the services to be provided by Gtechna and the level of service, which can be expected by the Client?
- To detail the information Gtechna requires from the Client in order for Gtechna to begin its investigations of Issues.
- To provide a common understanding of service requirements/capabilities
- Ensure System Up and Operational at 99.8% in all times (less than 20 hours/year of outage) to sustain most of core business and daily duties.

### 4. TERM of Agreement

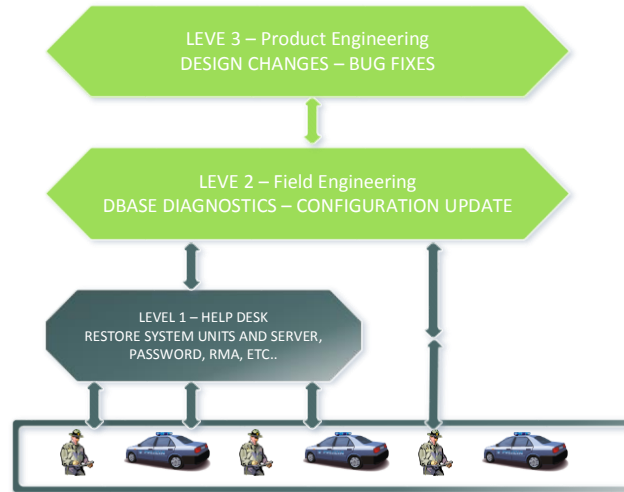
- Unless specified otherwise, this SLA will commence at "System Go Live" for a year without fees and will continue as long as the Maintenance Contract is in effect and the payments to Gtechna are up to date.
- GO live is defined by the first formal operational use of the system by the customer (e-citation, payments, LPR hits, etc..). The first year without fees, this agreement will continue as long as the Maintenance Contract is in effect and the payments to Gtechna are up to date.

### 5. Service Levels

The success of service agreements depends fundamentally on the ability to communicate credible and reliable information.

Firstly, a clear chain of communication between Gtechna and the Clients, with key player's name, phone number and title must be defined. See Annex "A" and "B".

Second, a clear matrix of responsibility "who does what" with reference to the specific of the customer environment is essential. Gtechna support is breakdown in Levels 1, 2, 3 as shown on the following schematic. Level 2 and Level 3 are exclusives to Gtechna but in some instance, Customer / Partners may support Level 1 in part or in whole. See annexe B.



### 5.1. Level 1 – Help Desk and First Line support

- Answer phone / mail
- The Diagnostics of issues
- Troubleshooting devices and network
- System Restores
- Server setup basic configuration
- Account setup configuration
- Raise tickets if issue not close within the day.
- Informed customer of closure of Level 1 ticket
- Escalation / dispatch to level 2.

### 5.2. Level 2 – Field Engineering

- Advance trouble shooting
- Impex set-up
- Client Environment Deployments
- Problem replication / simulation
- Database Diagnostics
- Units / Server log analysis
- Units / Server crash - Data recovery
- Informed customer of closure of Level 2 & Level 3 tickets
- Escalation / dispatch to level 3

### 5.3. Level 3 – Product Engineering

- New features or fixes requiring code changes
- Advance configuration setting
- System Analysis Advance server diagnostics and support

## 6. Service Priorities

Priorities for all issues will be jointly classified by the Client & Gtechna under one of the following classifications:

### 6.1. Immediate

- The Client System is fully non-operational and Client is unable to perform core business functions.
- Requires the immediate assignment of dedicated Gtechna personnel to resolve the Issue or provide work around plan and get the Client back up & operational.
- The immediate problems **must be reported by phone**
- Gtechna response time is **as soon as possible** on a **24/7 basis**.

### 6.2. Urgent

- The Client System is partially non-operational but Client is able to perform only limited core business functions
- Requires the immediate assignment of Gtechna personnel to resolve the Issue or provide work around plan and get the Client back up & operational.
- The urgent problems can be reported by phone or mail.
- Gtechna response time  $\leq 3$  calendar days.

### 6.3. Normal

- The Client System is partially non-operational but Client is able to perform most core business functions
- Requires the assignment of Gtechna personnel to resolve the Issue
- The normal problems can be reported by phone or mail
- Gtechna response time  $\leq 10$  business days

### 6.4. Low

- The Client System is fully operational and is able to perform all core business functions
- The normal problems can be reported by phone or mail
- The issue is very minor in nature it may only be fixed in the next product version provided by Gtechna

## 7. GTECHNA Support Hours of Services

\* Gtechna offers telephone coverage 24/7 for immediate issues (6.1) with an immediate response time. Other issues are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 9:00 a.m. to 5:00 p.m. (EST)**
  - ❖ Email – Monitored & responded within one business day.
  - ❖ Telephone – Normally answered when called. Voice messages are monitored and responded to within 30 min throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 5:00 p.m. to 9:00 a.m. (EST)**
  - ❖ Email – Monitored & responded within one business day.
  - ❖ Telephone - Normally answered when called. Voice messages are monitored and responded to within 30 min.
- **Weekends - Friday 5:00 p.m. to Monday 9:00 a.m. (EST)**
  - ❖ Email – Monitored & responded within next business day.
  - ❖ Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hours.
- **Statutory Holidays – From 5:00 p.m. on the eve of the Statutory Holiday until 9:00 a.m. the morning following the Statutory Holiday (EST)**
  - ❖ Email – Monitored & responded within next business day.
  - ❖ Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour.

## 8. Equipment repair (RMA)

If it is determined that Equipment sold or leased to the Client by Gtechna is in need of repair after one year of usage (first been under normal warranty), this SLA will provide free repair.

- Gtechna will issue the Client an RMA number (Return Merchandise Authorization)
- The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna
- Gtechna, at its expense, will ship repaired equipment to the Client within the supplier normal delays.

Equipment sold by Gtechna includes high tech items and repairs cycle time is up to 8 weeks.

- Therefore we recommend customer to buy 5% on site spares units for quick turn-around.

## 9. System Updates

### 9.1. Equipment Updates

Generally speaking, under normal circumstances, the Client has initially purchased or leased the latest Equipment offered by our Equipment Suppliers. This Equipment will eventually age and Clients may decide, at some point in time, to purchase either additional units of the same model or opt for the latest model available. Equipment Suppliers could also declare various models End of Life (EOL) and provide various options from their product line to upgrade to and a timeline by when this would be necessary.

- ❖ The products of the Equipment Suppliers are in various stages of their life cycles. Gtechna is not privy to its Suppliers product plans. Gtechna as such has no prior knowledge when a Supplier decides to EOL one of its products. Gtechna will advise Clients as soon as they are notified by its Equipment Suppliers that one of its products has been declared EOL
- ❖ Gtechna will advise the Client of the expected impact upon the Client and propose the options available for managing the EOL.
- ❖ If the Client purchases from Gtechna additional Equipment of the same model already in use, Gtechna charge minimal costs related to the installation. The Client would still have to pay for any additional Software Licences, as applicable.
- ❖ If the Client purchases a new model of the current Equipment or opts for Equipment from a different manufacturer, the Client will pay for all related upgrade costs in this regard

### 9.2. Software update

Generally speaking, under normal circumstances, the Client has initially purchased or leased the latest Software application offered by Gtechna. Gtechna software generic trunk evolves during the life of this agreement and will be kept up-to-date with various releases.

Trunk releases are free of charges and are deployed when necessary to keep system performance.

## 10. GTECHNA Primary Responsibilities

Gtechna is responsible for providing support services for the investigation and resolution for all Issues encountered by the Client related to the products Gtechna sold or leased to the Client. More specifically, Gtechna is responsible to:

- Diagnose Issues which occur to the Software and Equipment and use all reasonable efforts to provide fixes as promptly as possible
- Keep the Client apprised of the current status of reported errors and the efforts to resolve them on an ongoing basis
- Effect deliveries of software fixes to the Client via a remote connection

In situations where GTechna hosts the Client's Operations, Gtechna will:

- Monitor the hosting services on an ongoing basis to maximize continuous operations
- Monitor the hosting services to ensure performance is at its peak
- Perform regular daily back-ups of all files necessary for the running of the software sold to the Client by Gtechna in the event a restore is required.

## 11. CLIENT Primary Responsibilities

- The Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funnelled for subsequent notification to Gtechna.
- These individuals must have a working knowledge of the software and equipment and will be responsible managing user access, and for recording and reporting of problems.
- The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation.
- The Client will refer all problems to Gtechna in a timely manner using the outline below to describe the problems:
  - ❖ Date / Time Reported:
  - ❖ Reported by:
  - ❖ Software affected:
  - ❖ Equipment affected:
  - ❖ Problem Description - examples / pictures / screen shots, as available
  - ❖ Serial Number of Equipment on which Problem was detected:
  - ❖ Statement of Impact on Client Operations:
  - ❖ Other pertinent information (as appropriate):

- The Client will supply Gtechna with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Gtechna can investigate reported problems.
- The Client must report defective equipment and request an RMA immediately upon observing a defect or malfunction in order to prevent the accumulation of Equipment requiring repairs that may impact the delay in receiving a replacement.
- The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna
- Unless the Client's Operations is hosted by Gtechna, the Client is responsible for all Software & File back-ups on a regular ongoing basis
- In order to maintain ongoing Gtechna Support the Client is responsible to ensure all Support & Maintenance payments to Gtechna are current

## 12. Complaints

- All complaints relating to the operation of the help service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.
- Such complaints may relate to the following aspects:
  - ❖ Expected level of support
  - ❖ Actual support offered and delivered
  - ❖ Personnel responsible for providing or administering support
  - ❖ Any other issue relating to this document or the relationship between the Client and Gtechna.

## 13. SLA EXCLUSIONS

### 13.1. Equipment Exclusions

Services provided by Gtechna do not include repairs, testing, or replacement of parts caused by:

- ❖ Unauthorized tampering/modification of the Equipment's hardware or its firmware settings
- ❖ Use of the Equipment for other than the use for which it was designed
- ❖ Shipping damage, accident, misuse, damage or disaster, including fire, flood, or neglect
- ❖ Replacement parts are not provided for "consumable" items such as batteries, print heads and Equipment accessories (e.g. carrying straps, cases, styluses, etc.).

### 13.2. Software Exclusions

- ❖ Services provided does not include the investigation, testing and changes required as a result of the unauthorized changing by the Client of any of Gtechna's System settings, configurations or parameters used for the proper operation of its Systems.
- ❖ Services provided by Gtechna do not include the investigating, testing or repairing of any software not sold or leased to the Client by Gtechna.

### 13.3. Other Exclusions

Services provided do not include support for system environment changes necessitated by the Client. Examples of exclusions include such things as:

- ❖ Equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc...)
- ❖ 3<sup>rd</sup> Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc...)

## Annexe “A” – Communications Chain

### I. GTECHNA CONTACT INFO:

- [support@gtechna.com](mailto:support@gtechna.com) Answer within one business day
- OFFICE TELEPHONE – Return call within 1hour
  - a. **1- 866-308-7877 Or 514-953-9898 Ext: 3**
- HOT-LINE – EMERGENCY TELEPHONE
  - a. **514-297-3252 – Answer Immediate & Urgent Issues only**

## Annexe “B” – Customer specific

### I. CLIENT CONTACT INFO:

- System responsible, super user #1
  - a. Full Name & Title
  - b. Email address
  - c. Phone number
- Backup System responsible, super user #2
  - a. Full Name & Title
  - b. Email address
  - c. Phone number
- Other info when applicable
  - a. Server Room phone number
  - b. Equipment Room phone number
  - c. Parking right provider
  - d. Etc..